

Panaji, 5th January, 1984 (Pausa 15, 1905)

SERIES II No. 40

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Order

No. 1/5/83-PER (A)

The Administrator of Goa, Daman and Diu is pleased to appoint on ad hoc basis S/Shri M. K. Bhandare and S. S. Sukhthankar, Under Secretaries of the Secretariat Cadre, to Group 'A' posts viz. Director of Administration, Electricity Department and Director of Administration, P. W. D. respectively, with immediate effect.

2. The above appointment shall not bestow on S/Shri M. K. Bhandare and S. S. Sukhthankar any claim for regular appointment and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

3. The declaration of the post of Director of Administration (Public Works Department) as Grade I duty post of Goa, Daman and Diu Civil Service made vide order No. 3-17-74-Div. I dated 19-7-79 is hereby cancelled.

4. Consequent upon ad hoc appointment of S/Shri Bhandare and Sukhthankar to the above posts, their ad hoc promotions to Gr. I posts of the Goa, Daman and Diu Civil Service vide orders Nos. 3/7/77-PER (Vol. III) F dated 3-6-1980 and 3/17/74-PER dated 12-9-1980 are cancelled.

5. The Administrator is further pleased to depute Shri S. S. Sukhthankar, as Secretary to the Goa, Daman and Diu Housing Board from the date he takes over the charge of the post of Director of Administration, Public Works Department, Panaji.

6. Shri D. S. Sanvordekar, present Director of Administration, Public Works Department, shall hand over the charge to Shri Sukhthankar and relieve him immediately to join his new assignment as the Secretary to the Goa, Daman and Diu Housing Board, Panaji. Shri Sanvordekar shall thereafter, continue as Director of Administration, Public Works Department until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 4th January, 1984.

Order

No. 1/5/83-PER

On curtailing the deputation periods in respect of Grade I Officers of Goa, Daman and Diu Civil Service viz. S/Shri M. P. Tyagi, Managing Director, Kadamba Transport Corporation Ltd., Panaji and Chaman Lal, Secretary to the Goa, Daman and Diu Housing Board, Panaji, the Administrator of Goa, Daman and Diu is pleased to post S/Shri M. P. Tyagi and Chaman Lal as Director of Civil Supplies and Price

Control, Panaji and Manager, Printing and Stationery, Panaji respectively, with immediate effect, vice S/Shri S. S. Sukhthankar and M. K. Bhandare.

2. Shri S. S. Sukhthankar shall move first by handing over the charge of the post to the Dy. Director of Civil Supplies and take the charge of his new assignment.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 4th January, 1984.

Order

No. 3/1/80-PER(I)

The Administrator of Goa, Daman and Diu is pleased to order transfers and posting of the following I.P.S. Officers indicated below and to post them as shown in column 3:—

Sr. No.	Name of the Officers and their present designation	Posted as
1	2	3
1.	Shri S. K. Kain, IPS, Chief-Security-cum-Police Liaison Officer for CHOGM.	Superintendent of Police (CID) vice Shri A. D'Souza transferred.
2.	Shri A. D'Souza, IPS, Superintendent of Police, CID and officiating as Superintendent of Police of Goa, Daman and Diu.	Superintendent of Police of Goa, Daman and Diu.

2. These orders shall come into force with effect from 1st January, 1984.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 31st December, 1983.

Order

No. 12/14/74-PER

Following directions contained in the judgement dated 12th May, 1982 of the Acting Judicial Commissioner, Goa, Daman and Diu, Panaji, in respect of Special Civil Application (W.P.) No. 46/1981 and on the recommendations of the Selection Committee, the Administrator of Goa, Daman and Diu is pleased to appoint Shri J. M. J. S. Alexandre Gonsalves Pereira, to Grade II post of the Goa, Daman and Diu Civil Service at its initial constitution under Rule 17 of the Goa, Daman and Diu Civil Service Rules, 1967 with effect from 1st August, 1968 (i.e. the date on which S/Shri Leao Pinto, V. S. Srinivasagopalan and Vaman Sardessai were appointed at the initial constitution vide notification No. OSD/RRVS/39/66 dated 1st August, 1968).

2. Shri Pereira shall stand below Shri Vaman Sardessai, the last Officer who was recommended for appointment to the said service at its initial constitution and appointed vide Notification No. OSD/RRVS/39/66 dated 1st August, 1968.

3. The appointment is made in consultation with the Union Public Service Commission, New Delhi. Shri Pereira shall be on probation for a period of 2 years.

4. In view of this order, promotion of Shri Pereira ordered under order No. 3/6/76-PER(Vol.II) (a) dated 19th July, 1983 stands cancelled.

5. Shri Pereira shall continue to hold the present post viz. Director of Social Welfare, until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 27th December, 1983.

Order

No. 5/9/81-PER

The declaration of the two posts of Sales Tax Officers made vide order No. 6/12/79-PER (Vol. II) dated 14-12-1981 as "Duty Posts" of Goa, Daman and Diu Civil Service is hereby cancelled with effect from the date of issue of this order.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 26th December, 1983.

Secretariat Administration and Co-ordination Division

Order

No. 1/24/78-SA&C(Vol.III)

The Administrator of Goa, Daman and Diu is pleased to appoint on adhoc basis Shri C. V. Kaulekar, Aval Karkun to the General Central Service (Group 'B') gazetted post of Enquiry Officer, City Survey, Diu in the pay scale of Rs. 550-25-750-EB-30-900 plus other allowances admissible under the Rules with effect from the date of his joining the post. He will be entitled for joining time as per Rules.

2. The above appointment will not bestow on him any claim for regular appointment and the service rendered on adhoc basis in the grade will not count for the purpose of seniority in that grade and for eligibility for promotions/appointments to the next higher grade.

3. On his appointment his pay will be fixed as per the Rules.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (S.A.&C.).

Panaji, 30th December, 1983.

Home Department (General)

Order

No. 13/1/80-HD(G)

In exercise of the powers conferred by sub-section (3) of section 3 of the National Security Act, 1980 (No. 65 of 1980), the Administrator of Goa, Daman and Diu being satisfied having regard to the circumstances likely to prevail in any area within the local limits of the jurisdiction of the District Magistrate, Goa, that it is necessary so to do hereby directs that the said District Magistrate may also, if satisfied as provided in sub-section (2) of section 3 of the said Act, exercise the powers conferred by the said sub-section within the local limits of his jurisdiction for a period of three months from the date of issue of this order.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 26th December, 1983.

Order

No. 13/1/80-HD(G)

In exercise of the powers conferred by sub-section (3) of section 3 of the National Security Act, 1980 (No. 65 of 1980), the Administrator of Goa, Daman and Diu being satisfied having regard to the circumstances likely to prevail in any area within the local limits of the jurisdiction of the District Magistrate, Daman, that it is necessary so to do hereby directs that the said District Magistrate may also, if satisfied as provided in sub-section (2) of section 3 of the said Act, exercise the powers conferred by the said sub-section within the local limits of his jurisdiction for a period of three months from the date of issue of this order.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 26th December, 1983.

Order

No. 13/1/80-HD(G)

In exercise of the powers conferred by sub-section (3) of section 3 of the National Security Act, 1980 (No. 65 of 1980), the Administrator of Goa, Daman and Diu being satisfied having regard to the circumstances likely to prevail in any area within the local limits of the jurisdiction of the District Magistrate, Diu, that it is necessary so to do hereby directs that the said District Magistrate may also, if satisfied as provided in sub-section (2) of section 3 of the said Act, exercise the powers conferred by the said sub-section within the local limits of his jurisdiction for a period of three months from the date of issue of this order.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 26th December, 1983.

Notification

No. 5/1/83-HD(G)(i)

In exercise of the powers conferred by sub-section (6) of section 2 of the Goa, Daman and Diu Motor Vehicles Tax Act, 1974 (8 of 1974), and in partial modification of the Government Notification No. HD(TA-Tpt)/1-13/74(i), dated 16-9-1974, the Government of Goa, Daman and Diu hereby appoints each of the officers specified in column 2 of the Schedule appended hereto to be the Taxation Authority for the area specified in corresponding entries in column 3 of the Schedule for the purposes of the said Act with immediate effect:

SCHEDULE

Sr. No.	Officers	Area
1	2	3
1.	Director of Transport, Panaji.	District of Goa.
2.	Assistant Director of Transport (Head Quarters, Panaji).	— do —
3.	Assistant Director of Transport, North Region, Panaji.	North Region comprising the Talukas of Pernem, Bardez, Bicholim, Satari, Ponda and Tiswadi.
4.	Assistant Director of Transport, South Region, Margao.	South Region comprising the Talukas of Salcete, Quepem, Sanguem, Canacona and Mormugao.
5.	Collector of Daman	Daman District.
6.	Civil Administrator, Diu.	Diu District.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 3rd January, 1984.

Notification

No. 5/1/83-HD(G)(ii)

In exercise of the powers conferred by clause (14) of section 2 of the Goa, Daman and Diu Motor Vehicles (Taxation on Passengers and Goods) Act, 1974 (Act 7 of 1974), and in partial modification of the Government Notification No. HD(TA-Tpt)/1-12/74 dated 17-2-1975, the Government of Goa, Daman and Diu hereby appoints each of the officers specified in column 2 of the Schedule appended hereto to be tax officer for the area specified in corresponding entries in column 3 of the Schedule for the purposes of the said Act with immediate effect:

SCHEDULE

Sr. No.	Officers	Area
1	2	3
1.	Director of Transport, Panaji	Goa District.
2.	Assistant Director of Transport, Head Quarters, Panaji.	-- do --
3.	Assistant Director of Transport, North Region, Panaji.	North Region comprising the Talukas of Pernem, Bardez, Bicholim, Satari, Ponda and Tiswadi.
4.	Assistant Director of Transport, South Region, Margao.	South Region comprising the Talukas of Salcete, Quepem, Sanguem, Canacona and Mormugao.
5.	Collector of Daman	Daman District.
6.	Civil Administrator, Diu.	Diu District.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 3rd January, 1984.

Forest and Agriculture Department

Notification

No. 10-20-83-FOR

In exercise of the powers conferred by section 17 of the Indian Forest Act, 1927 (Central Act 16 of 1927), the Lieutenant Governor of Goa, Daman and Diu hereby appoints the Collector of Goa District as the Appellate Authority to hear appeals against the orders passed under sections 11, 12, 15 or section 16 of the said Act by the Forest Settlement Officer.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. M. Naik, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 2nd January, 1984.

Local Administration and Welfare Department

Order

No. 6-3-83-LAWD

Mrs. Ninette e Oliveira Fernandes, Social Welfare Officer (Group B Gazetted) from the Directorate of Social Welfare Panaji is hereby transferred on deputation to the Post of

Project Co-ordinator in the Rural Development Agency Panaji, on the standard terms and conditions of the deputation laid down by the Government of India and amended upto now. Mrs. Ninette is deputed for a period of one year in the first instance with effect from 1-1-1984. Mrs. Ninette Fernandes should hand over charge to Shri O. P. Yadav Probation Officer and get relieved.

Shri O. P. Yadav is directed to hold additional charge of Social Welfare Officer, until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (LAWD).

Panaji, 29th December, 1983.

Office of the Registrar of Cooperative Societies

No. 1/32/77-SEVA/Pavecca/ARNZ/83

Read :— Letter No. ADM/Admns/4047, dt. 2.11.1983 of the Manager, The Goa State Co-op. Bank Ltd., Panaji suggesting the name of Shri A. G. Sawant, Recovery Officer as Administrator.

The Pavecca V. K. S. S. Society Ltd., Parra-Bardez has been registered under Code Symbol No. RES-(C)-99/Goa on 7.11.1963. The main object of the society is to cater to the needs of the Agricultural members to increase the agricultural products and to cater to the needs of other members. The Society is defunct for the last 5 to 6 years. The Managing Committee elected during 1976-77 is still continued. The General Body Meetings are not held. The General Body Meeting called by this office failed to elect a new Managing Committee as no members are interested to run the affairs of the society. The financing Agency was consulted in the matter. The financing Agency i.e. the Goa State Co-op. Bank Ltd., Panaji suggested the name of its Employee vide its letter referred to above and requested to appoint him as Administrator. As the Bank official being a non member of this society it is felt proper to appoint him as Administrator in place of Managing Committee.

In view of the above, I pass the following order.

Order

In exercise of the powers vested in me u/s 77A (1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, I, Jose Philip, the Registrar of Coop. Societies, Govt. of Goa, Daman & Diu, Panaji hereby appoint Shri A. G. Sawant, Recovery Officer of the Goa State Co-op. Bank Ltd., as Administrator to manage the affairs of the society till a new committee enters the office.

Sd/-

Jose Philip, Registrar of Coop. Societies.

Panaji, 23rd November, 1983.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, Shri OM Cooperative Housing Society Ltd., Cujira, St. Cruz, Tiswadi is registered under code symbol No. HSG-(b)-111/Goa.

L. T. de Menezes, Dy. Registrar of Cooperative Societies.

Panaji, 16th November, 1983.

Certificate of Registration

Shri OM Coop. Housing Society Ltd., Cujira, St. Cruz, Tiswadi, has been registered on 16-11-1983 and it bears registration No. HSG-(b)-111/Goa and it is classified as Housing Society under sub-classification No. 5(b) Tenant Co-partnership Housing Society in terms of Rule 9 of the Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

L. T. de Menezes, Dy. Registrar of Cooperative Societies.

Panaji, 16th November, 1983.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, The Adarsh Mahila Cooperative Housing Society Ltd., Porvorim, Bardez, is registered under code symbol No. HSG-(a)-112/Goa.

L. T. de Menezes, Dy. Registrar of Cooperative Societies.

Panaji, 30th November, 1983.

Certificate of Registration

The Adarsh Mahila Cooperative Housing Society Ltd., Porvorim, Bardez has been registered on 30-11-83 and it bears registration No. HSG-(a)-112/Goa and it is classified as Housing Society under sub-classification No. 5(a) Tenant Ownership Housing Society in terms of Rule 9 of the Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

L. T. de Menezes, Dy. Registrar of Cooperative Societies.

Panaji, 30th November, 1983.

Revenue Department

Notification

No. 22/150/82-RD

Whereas by Government Notification No. 22/150/82-RD dated 30-12-82 published on page 559 of Series II, No. 41 of the Official Gazette, dated 6-1-1982 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Construction of Panchayat Ghar Cum-Commercial Complex at Malar-Tiswadi.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Tiswadi	Malar	—	203 5/part	Miss Maria Pia Vital. Tenant: Madhukar Popo Malji.	4975.00
Boundaries:						
North: Sy. No. 203/3, 4 & 202/1.						
South: Road.						
East: Survey No. 202/1.						
West: Road.						
Total						4975.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Revenue).

Panaji, 17th December, 1983.

Office of the Assistant Registrar of Cooperative Societies

No. 1/9/71-LQD/Harmal-Fish./ARNZ/83

- Read :— 1) Order No. GEN - (C) - 5/Goa/LQD/71, dt. 23.4.1971, wherein the society has been taken into liquidation and is appointed Shri V. S. Mardikar as a Liquidator of Arambol Fisheries Coop. Society Ltd., Arambol-Pedne.
- 2) This office order No. ARCS/NZ/Goa/LQD/79, dt. 6th Nov., 1979, appointing Shri M. B. Bhavsar, S. R. O., as the Liquidator of said society in place of Shri Y. P. Shirodkar.
- 3) Letter dated 8.9.1983 and 10.11.1983 from the Liquidator of the society submitting therewith the final report and requesting for cancellation of the registration of the society.

Order

In virtue of the powers vested in me under provision of Section 109(1) and Section 21 of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, I, A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone, Mapusa, hereby terminate the liquidation proceedings and cancel the registration bearing No. GEN-(C)-5/Goa dated 30.6.1983 of Arambol Fisheries Coop. Society Ltd., Arambol, Pedne-Goa, with effect from the date of issue of this order.

Sd/-

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.

Mapusa, 21st November, 1983.

the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector, Goa North Division, Panaji, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector Goa North Division, Panaji, till the award is made under Section 11.

Notification

No. 22/158/83-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of Fatrade Beach road in V. P. Orlim.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Addl. Deputy Collector, South Division Margao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Addl. Deputy Collector, South Division-Margao.
3. The Executive Engineer, Works Division VI, Fatorda-Margao-Goa.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Addl. Deputy Collector, South Division, Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Holding No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Salcete	Orlim	58	10	Vaman Vithal Naik. <i>Boundaries:</i> North: Vaman Vithal Naik. South: — do — East: Road. West: Drainage.	280.00
2.	— do —	— do —	— do —	9	Comunidade of Orlim. North: Comunidade of Orlim. South: — do — East: Vaman Vithal Naik. West: Filomena Brazina D'Costa.	60.00
3.	— do —	— do —	— do —	5	Filomena B. D'Costa. North: Filomena B. D'Costa. South: — do — East: Comunidade of Orlim. West: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes.	1975.00
4.	— do —	— do —	57	1	George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. North: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. South: Alacarque Fortes. East: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. West: — do —	1625.00
5.	— do —	— do —	— do —	6	Alacarque Fortes. North: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. South: Alacarque Fortes. East: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. West: — do —	675.00

1	2	3	4	5	6	7
6.	Salcete	Orlim	57	4	George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. North: — do — South: — do — East: Filomena B. D'Costa. West: Not applicable.	1225.00
7.	— do —	— do —	54	1	George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. North: — do — South: Marcos Fernandes. East: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. West: — do —	775.00
8.	— do —	— do —	— do —	5	Marcos Fernandes. North: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. South: Joao Xavier Mascarenhas. East: Marcos Fernandes. West: Not applicable.	375.00
9.	— do —	— do —	— do —	9	Joao X. Mascarenhas. North: Marcos Fernandes. South: Sebastiana Luiza Rodrigues. East: Joao X. Mascarenhas. West: — do —	285.00
10.	— do —	— do —	— do —	13	Sebastiana Luiza Rodrigues. North: Joao X. Mascarenhas. South: Rosario Furtado. East: Sebastiana Luiza Rodrigues. West: — do —	600.00
11.	— do —	— do —	— do —	17	Rosario Furtado. North: Sebastiana L. Rodrigues. South: Sebastiao Furtado & Concecao Furtado. East: Rosario Furtado. West: Boundary of Varca.	425.00
12.	— do —	— do —	— do —	21	Concecao Furtado & Sebastiao Furtado. North: Rosario Furtado. South: Sebastiana Furtado. East: Concecao Furtado & Sebastiao Furtado. West: Boundary of Varca.	300.00
13.	— do —	— do —	52	1	Sebastiana Fernandes. North: Sebastiao Furtado & Concecao Furtado. South: Doretinha Pimenta. East: Sebastiana Fernandes. West: Antoneta Viegas.	50.00
14.	— do —	— do —	47	11	Antoneta Viegas. North: Antoneta Viegas. South: Anita Timuda. East: Comunidade drainage. West: Antoneta Viegas.	1525.00
15.	— do —	— do —	— do —	32	Salvador Costa. North: Salvador Costa. South: — do — East: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Nicolau P. Gomes. West: Fabrica de Orlim.	1125.00
16.	— do —	— do —	— do —	58	George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertinha P. Gomes. Jose Nicolau P. Gomes. North: Salvador Costa. South: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. East: Not applicable. West: Fabrica de Orlim.	395.00

1	2	3	4	5	6	7
17.	Salcete	Orlim	47	31	Fabrica de Orlim. North: Fabrica de Orlim. South: — do — East: Salvador Costa. West: George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes.	295.00
18.	— do —	— do —	— do —	58	George Pereira Gomes. Clotilda Pereira Gomes. Gracinda Pereira Gomes. Maria Albertina P. Gomes. Jose Nicolau P. Gomes. North: Salvador Costa. South: George Pereira Gomes. Clotilda Pereira Gomes. Maria Albertina P. Gomes. Gracinda Pereira Gomes. Jose Nicolau P. Gomes. East: Fabrica de Orlim. West: — do —	50.00
19.	— do —	— do —	46	1	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: Boundary of village Varca. South: George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. East: Fabrica de Orlim. West: Boundary of Varca.	910.00
20.	— do —	— do —	— do —	2	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	100.00
21.	— do —	— do —	— do —	3	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	125.00
22.	— do —	— do —	— do —	4	George Perira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	125.00
23.	— do —	— do —	— do —	5	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	125.00
24.	— do —	— do —	— do —	6	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	80.00

1	2	3	4	5	6	7
25.	Salcete	Orlim	46	7	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	60.00
26.	— do —	— do —	— do —	8	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	75.00
27.	— do —	— do —	— do —	9	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	75.00
28.	— do —	— do —	— do —	10	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	60.00
29.	— do —	— do —	— do —	11	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	110.00
30.	— do —	— do —	— do —	12	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: — do — South: — do — East: — do — West: — do —	35.00
31.	— do —	— do —	— do —	19	George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. North: Boundary of Village Varca. South: George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. East: — do — West: Serafina Brazinha Fernandes & Catarina Fernandes.	60.00
32.	— do —	— do —	45	1	Serafina B. Fernandes & Catarina Fernandes. North: Village Boundary of Varca. South: Serafina B. Fernandes & Catarina Fernandes. East: George Pereira Gomes. Clotilda P. Gomes. Gracinda P. Gomes. Maria Albertinha P. Gomes. Jose Niclau P. Gomes. West: Village boundary of Varca.	840.00

1	2	3	4	5	6	7
33.	Salcete	Varca	107	92	Ramnath Sadashiv Naik. North: Not applicable. South: Village boundary of Orlim. East: George Pereira Gomes. Clotilda P. Gomes. Albertina P. Gomes. Gracinda P. Gomes. Jose Nicolau P. Gomes. West: Ramnath Sadashiv Naik.	200.00
34.	— do —	— do —	— do —	8	Comunidade of Varca. North: Comunidade of Varca. South: — do — East: Ramnath Sadashiv Naik. West: Eaulogio; Valentino & Nicu Fernandes.	65.00
35.	— do —	— do —	— do —	85	Ramnath Sadashiv Naik. North: Ramnath Sadashiv Naik. South: Boundary of Orlim. East: Village boundary of Orlim. West: Eaulogio; Valentino & Nicu Fernandes.	975.00
36.	— do —	— do —	— do —	87	Ramnath S. Naik. North: Ramnath S. Naik. South: Village boundary of Orlim. East: — do — West: Ramnath S. Naik.	65.00
37.	— do —	— do —	108	18	Eaulogio; Valentino & Nicu Fernandes. North: Eaulogio; Valentino & Nicu Fernandes. South: — do — East: — do — West: — do —	60.00
38.	— do —	— do —	— do —	17	Eaulogio; Valentino & Nilu Fernandes. North: Not applicable. South: Eaulogio; Valentino & Nicu Fernandes. East: Ramnath S. Naik. West: Eaulogio; Valentino & Nicu Fernandes.	1825.00
39.	— do —	— do —	— do —	16	Eaulogio; Valentino & Nicu Fernandes. North: Not applicable. South: Eaulogio; Valentino & Nicu Fernandes. East: — do — West: Property of St. Rock's Chapel.	210.00
40.	— do —	— do —	— do —	19	St. Roque's Chapel. North: Eaulogio; Valentino & Nicu Fernandes. South: St. Roque Chapel. East: Eaulogio; Valentino & Nicu Fernandes. West: Road.	50.00
41.	— do —	— do —	141	18	St. Roque's Chapel. North: St. Roque's Chapel. South: — do — East: — do — West: Salvador Costa, Joaozinho Pires, Marequinha Rodrigues, St. Roque's Chapel, Antonio Pires, Joao Jose Pires & Laurent Rodrigues.	775.00
42.	— do —	— do —	— do —	17	Salvador Costa, Joaozinho Pires. Mariquinha Rodrigues, St. Roque's chapel. Antonio Pires, Joao Jose Pires & Laurent Rodrigues. North: — do — South: — do — East: St. Roque's Chapel. West: Xavier Costa.	75.00
43.	— do —	— do —	— do —	8	Ana Rosa Rodrigues. North: Not Applicable. South: Xavier Costa. East: Ana Rosa Rodrigues. West: Xavier Costa.	25.00
44.	— do —	— do —	139	9	Xavier Costa. North: Ana Rosa Rodrigues. South: Xavier Costa. East: — do — West: Romeo Pereira.	2125.00
45.	— do —	— do —	140	1	Lourdina Pereira. North: Xavier Costa. South: Lourdina Pereira. East: Romeo Pereira. West: Lourdina Pereira.	100.00
46.	— do —	— do —	— do —	2	Romeo Pereira. North: Xavier Costa. South: Romeo Pereira. East: Xavier Costa. West: Lourdina Pereira.	415.00

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47.	Salcete	Varca	140	8	Lourdina Pereira. North: Romeo Pereira. South: Lourdina Pereira. East: — do — West: — do —	20.00
48.	— do —	— do —	138	6	Comunidade of Varca. North: Comunidade of Varca. South: — do — East: Romeo Pereira. West: Antonio Furtado.	170.00
49.	— do —	— do —	137	31	Pascoal F. Furtado. Joao Braganza & John Roberto Braganza. North: Pascoal F. Furtado. Joao Braganza & John Roberto Braganza. South: Antonio Furtado. East: Comunidade of Varca. West: Antonio Furtado.	355.00
50.	— do —	— do —	136	1	Antonio Furtado. North: Antonio Furtado. South: — do — East: Comunidade of Varca. West: Arabian Sea.	875.00
Total						24205.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

A. S. Ingle, Under Secretary (Revenue).

Panaji, 30th November, 1983.

Public Health Department

Order

No. 5-64-83-PHD

Read: Memorandum No. 5-64-83/PHD dated 30th November, 1983.

On the recommendations of Union Public Service Commission and in consultation with the Government of India, the Lt. Governor of Goa, Daman and Diu is pleased to appoint Dr. R. N. Shetti to the post of Professor and Head, Department of Anaesthesiology, Goa Medical College, Panaji on an initial pay of Rs. 1800/- (Rupees one thousand eight hundred only) in the pay scale of Rs. 1800-100-2000-125/-/2-2250 plus N. P. A. of Rs. 600/- p. m. with effect from 17.12.1983 (F. N.), until further orders.

His appointment is subject to the terms and conditions mentioned in Memorandum referred to above.

Dr. Shetti has already been declared medically fit for appointment to the post of Professor of Anaesthesiology.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Health).

Panaji, 24th December, 1983.

Industries and Labour Department

Order

No. 28/26/83-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. 'O Herald', Panaji-Goa, and their workman, Shri (Dr.) Benicio Nunes, Editor in respect of the matters specified in the Schedule annexed hereto (hereinafter referred to as to the 'said dispute');

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of M/s 'O Herald', Panaji-Goa, in terminating the services of Shri (Dr.) Benicio Nunes, Editor, Guirim, Bardez-Goa, w.e.f. 6-6-82 is legal and justified?

If not, to what relief the workman is entitled to?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 26th December, 1983.

Notification

No. 3/73/75-IPD

On recommendation of the Departmental Promotion Committee, the Administrator of Goa, Daman and Diu is pleased to confirm Shri A. C. P. Fernandes, in the post of Industries Officer, in the scale of Rs. 550-900 in the Directorate of Industries and Mines, Panaji, with effect from the issue of Notification.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Ind. and Labour).

Panaji, 28th December, 1983.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 24th November, 1983.

**IN THE LABOUR COURT GOA, DAMAN & DIU,
PANAJI GOA**

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Application No.: LCC/1/81

1. Shri Shamrao G. Morye — Applicant

V/s.

1. M/s. Ramakant Printers & Stationers
of Gurusadan — Opponent

Panaji. Dated: 11-10-1983

AWARD

This is an application under Section 33C(2) of the I.D.A., 1947, in short the Act, filed by the above applicant against the above opponent claiming from the latter Rs. 1,592-79, as per the details given in the annexure to the application.

2. It is applicant's case that he was working for the opponent on a permanent job as a compositor, printer and binder from 24-10-1979, with a monthly salary of Rs. 300/-. He was retrenched from services on 30-10-1980, without notice and without payment of legal dues, which he is now claiming.

3. The employer, in its written statement, has stated that he is not bound to pay to the applicant the items 1 and 2 of the annexure i.e. notice pay and retrenchment compensation, as he left the services without notice and stayed away for 2 months, causing losses to the opponent amounting to Rs. 2,000/-. Regarding items 4 and 5 of the annexure, i.e., balance of Rs. 69/- of September 1980 and pay of Rs. 280-60 of October, the applicant has collected bills from parties amounting to Rs. 450/- and remained with the amount. In case he pays this amount, the opponent may consider the payment of the balance salary of Rs. 69/- of September 1980. In so far the claim of overtime, bonus and gratuity is considered, the applicant never worked overtime; the opponent's press is a small scale industry and started only one and a half year back and so they have no profits to pay bonus to workers. Regarding gratuity, they have been informed that it is payable only after completion of 5 years service. However, he may pay it to the applicant, in case he clears all his dues towards the opponent. Finally, it is stated that the applicant owes to the opponent Rs. 400/- as rent for having resided for 8 months in the office premises at the rate of Rs. 50/- per month.

4. In his rejoinder, the applicant has stated that he has put up more than 240 days of regular service and so he has become a permanent workman. On 4-10-1980, he proceeded on 3 days leave with the permission of the opponent Ramakant and then he fell sick; he sent a letter under postal certificate to the opponent informing him about his sickness and asking him to extend his leave by 15 days. After recovering from sickness, he returned to his duties on 30-10-1980, but the opponent was absent and one of his workers by the name of Prakash Bandekar told him not to touch the work; he came again on 4-11-1980 to see the opponent but the latter did not allow him to work without alleging any reason and returned to him his personal belongings, which were lying in the press. He did not pay his legal dues and, therefore, the workman sent a letter to the Labour Inspector informing about the illegal termination of services and non payment of his dues. On 3-10-1980, the opponent took the accounts of all the bills collected by the applicant and also took an advance voucher for Rs. 189/- against the pay of September 1980. He has denied his liability to pay any rent for the shop premises which he was using at the request of the Opponent.

5. Following issues were framed by the Court:

- "1. Whether the Applicant proves that he is entitled to the amount claimed in his application.
2. Whether the Opponents prove that they are not bound to pay to the Applicant any amount, as the latter remained absent without notice for two months and thereby caused losses to their Printing Press.
3. Whether the Opponents prove that the Applicant, without informing them, collected bills from the parties amounting to Rs. 450/-.
4. Whether the Opponents prove that the applicant stayed in their rented house during eight months and did not pay the rent at the rate of Rs. 50/- per month.
5. What relief?"

6. In his evidence before the Court, the applicant has stated that he started working for the opponent as compositor, printer and binder on 24-10-1979; he was not given appointment letter and his salary was Rs. 300/- per month; he served continuously during one year and, on 4-10-1980, he obtained leave, initially for 4 days but, as he fell sick, he sent a letter under certificate of posting to extend his leave till 30-10-1980; accordingly, he reported for work on 30-10-80. The Opponent was not present in the establishment but one Prakash Bandekar, who was there, told him that the Proprietor had given him instructions not to admit the applicant for work; as he was informed that the proprietor would come only on 4-11-1980, he went away and returned only on 4-11-80. The opponent told him that his services were no more required and returned some personal belongings of the applicant which were lying in the establishment. The applicant asked the opponent for his dues and the opponent replied that he would settle all his dues with the Labour Inspector. He approached the Labour Inspector, who advised him to go to the Labour Court. He has claimed bonus because he was a permanent employee and also because the opponent had agreed to pay it. The opponent had allowed the applicant to reside, without any compensation, in the establishment; two or three other employees were also residing in the same establishment.

7. The applicant was not cross examined by the opponent, as the latter was absent. This is the only evidence led by the applicant. The opponent also gave his statement and was partly cross examined by the applicant. On the date fixed for continuation of cross examination of the opponent, the applicant remained absent and the cross was declared closed by the court. Date was fixed for further evidence of the opponent, but, on this date, neither party remained present and so this evidence too was declared closed by the court. Both the parties also remained absent on the date fixed for arguments.

8. The opponent, in his statement before the Court, has stated that, on or about 15-10-1979, the applicant approached him for a job; he was told that the opponent would try him for sometime in his printing press at Mapusa and, if satisfied, would make him permanent from January 1981; it was agreed to pay to the applicant Rs. 300/- per month. At that time, the opponent had no other employees in his press; the applicant agreed to do all the work required to put the press in order and even the accounts work. On the advice of the applicant, the opponent went to Sawantwadi to engage one more employee by the name of Premila Wagie; the applicant was doing the Management and the opponent was going out for getting orders. In the beginning, the applicant was residing at some place at Mapusa, but in January 1980 he requested the opponent to allow him to reside at the backside of the office premises. The opponent agreed, on condition that the applicant would pay Rs. 50/- per month; the applicant agreed and told the opponent that his pay would have to be paid without any deduction of rent and only when the applicant left the job, the adjustment of rent could be done; he further told that he, being old, would not be able to work for more than one and a half year and, at that time, the adjustment of rent could be done. Initially, the bills were prepared by the opponent, but latter the work of preparing the bills and collecting the amounts was entrusted to the applicant; the applicant, however, prepared the bills, collected the amounts and disappeared from the press without giving any notice. This was some time in October 1980. He waited for the applicant for about 15 days and then informed the Labour Office at Mapusa. He received a letter from the Labour Inspector but, at that time, he was absent. When he got the letter, he went to the Labour Inspector and was told that the applicant had come and as the opponent did not attend on the date fixed, he had gone away. The applicant had already

exhausted all his leave because he had to attend court hearings at Sawantwadi. The opponent had accepted one order of Rs. 1,500/- to Rs. 2,000/- of Maharashtra Finance Corporation only because the applicant advised him to accept it assuring that he would do the work; but the applicant disappeared and so he could not comply with the work. As the work was half done, he had to sustain losses; he did not owe anything to the applicant, because the latter left the job on his own and put the opponent to losses, his earlier pay was all received by him. When the applicant left the job, the opponent had to keep the press closed for 2 months in search for labour.

In his cross, he has stated that he first opened the press in 1979 and with two helpers managed it till August 1979 and then kept it closed for one month till he engaged the applicant. One person by the name of Judas was doing some work in his press. In the month of June, Judas asked the opponent to pay his dues and, as he did not pay in time, he approached the Labour Inspector and, on his direction, the opponent paid Judas all his dues; his press has a licence under Small Scale Industries; he has got also Sales Tax registration; he maintains all the accounts in his establishment; he has not maintained a separate bill register; whatever leave was granted to the applicant can be seen from the muster roll (Exh E-2). From 4-10-1980 the applicant remained absent and stopped working for the opponent. The applicant was paid full salary even in the months in which he was absent during some days and, therefore, those days of absence are to be treated as his leave period. As per the muster roll Exh E-1, the applicant was absent one day in July, 4 days in August and 6 days in September 1980. He has produced the Vouchers against payment of salary to the applicant from January to September 1980 (Exh E-1 colly.). From these vouchers it is seen that the applicant was paid his full salary from January to August 1980 and, regarding September, he has received Rs. 189/-, as advance. This amount of Rs. 189/- represents the full payment of the salary of September 1980, considering that the remaining amount the applicant had already received in advance, in instalments. The muster roll was partly written by him and by his clerk Roque Pereira. The said clerk was working for him from January to December 1980. The muster roll was never inspected by the Labour Inspectors. He has denied that all the vouchers now produced were written at a stretch so as to give the accounts to the sales tax and added that the vouchers, except those of August and September, were written at the end of each month. Only the vouchers of August and September were written at a stretch. It is true that he has not issued payment vouchers to anybody else except to the applicant, because the applicant was only employee he had and the opponent never used to issue vouchers for other sort of payments; he has denied the suggestion that he did not keep any account of the payments made in the establishment. In January 1980, he started keeping a record of such accounts and gave instructions to the applicant to keep the said record upto date, but the applicant did not comply with the instructions and so no accounts were kept from January 1980. He has produced an exercise book (Exh E-3) to show the maintenance of accounts. Exh E-3 is the daily account book and the applicant was entrusted with the work of writing it. The voucher dated 3-10-1980 (Exh E-1 colly.) is an advance made to the applicant; after deducting the said advance, the applicant had to receive Rs. 111/- from his salary of September 1980, which was not paid to him because he collected all the bills (Exh E-4 colly.). All those bills are of Zarapkar's concerns and only those bills the applicant was asked to collect, because the said concerns were known to him. The applicant, when asked about the collection of such bills, always used to say that they were not paid. Only when the opponent, after the applicant abandoned the job, approached Zarapkar Agencies, they told him that the bills were already paid. Then he filed a complaint Exh E-5 with the Labour Inspector. He has denied the suggestion that it was the applicant who was collecting the cheques of Goa Instruments and Karnataka Chemicals. It is true that the applicant used to prepare about 80 p.c. of the bills of the customers but they were collected by the opponent. He has denied the suggestion that it is the applicant who used to collect the same. It is not true that the opponent knew the address of the applicant at Sawantwadi. Except for the fact that he brought to the notice of the Labour Inspector the abandonment of service of the applicant as per Exh E-5, he did not take any other action against the applicant in connection with his absence.

9. This is all the evidence on record in this case. Let us see now whether, on the basis of such evidence, the applicant's prayer should be granted or not.

10. It is an admitted fact that the applicant was working in the Opponent's Printing Press at Mapusa from sometime in the middle of October 1979 and earning a salary of Rs. 300/- per month.

From the statements of the applicant and of the opponent it is clear that the applicant, at the time of termination of his service by the opponent, was putting up slightly more than one year service in terms of Section 25B of the Act.

11. The applicant's case is that, on 4-10-1980, he obtained leave for 4 days and then fell sick; he sent a letter under certificate of posting, informing the employer of his sickness and requesting him to extend his leave till 30-10-1980, whilst, according to the opponent, the applicant, somewhere in October 1980, collected the bills and disappeared from the press, without giving any notice; he waited for him for about 15 days and then informed the Labour Inspector.

12. From the muster roll Exh. E-2 produced by the opponent it is shown that the applicant was present till 3rd October and from 4th he is shown as absent till 28th. His name does not appear in the muster roll of the month of November 1980. Except for his own statement, which is not accepted by the opponent, the applicant has not made any effort to show that, infact, he had sent a letter to the opponent informing him about his sickness and asking for extension of leave.

13. The opponent has stated, that after having waited for the applicant till 28th October, last day of his absence as per his muster roll, struck off his name, without making any inquiry. Such striking off of the name from the muster roll for absence without notice amounts to retrenchment, as it has been decided by the Supreme Court Ruling in the case of Robert D'Souza V/s. Executive Engineers Southern Railway and another reported in Supreme Court Cases (Labour & Service), April 1982, page 124. Section 25F of the Act makes it compulsory for the employer to pay to the retrenched worker notice pay of one month, incase notice of retrenchment was not given to him one month in advance, and compensation at the rate of 15 days per each year of service.

14. It is an admitted fact that the employer did not give any notice of retrenchment, nor did he pay him any notice pay or compensation. The applicant, therefore, is entitled to Rs. 300/- as notice pay and 15 days pay i.e. Rs. 150/- as compensation for one year's service, in terms of Section 25F of the Act. He is also entitled to Rs. 111/- as salary for the month of September 1980, after deduction of Rs. 189/- already, received by him in advance. However, the applicant has asked only Rs. 69/- as his balance pay of September 1980, which amount I grant him as per his prayer. Since the services of the workman were terminated with effect from 30-10-1980, he is also entitled to the pay of October. However, since the workman has remained absent for about 26 days in this month, I will consider such absence as his leave and allow the applicant full pay of the month of October which, according to the applicant, comes to Rs. 280-60.

15. Regarding overtime, the applicant has not led any evidence to show that he has worked such overtime as alleged by him, which fact, otherwise, is denied by the employer.

16. Regarding bonus and gratuity, the applicant has not proved his entitlement to it. The agreement referred to by the applicant is denied by the employer.

17. The employer has claimed from the opponent Rs. 2000/- as loss sustained by him due to the applicant's absence and Rs. 450/- from the bills collected by the applicant and not given the amount to the opponent. He has further claimed Rs. 400/- as rent for the occupation of shop premises by the applicant during 8 months, at the rate of Rs. 50/- per month. Exh E-4 colly. shows that the following bill amounts were received by the applicant: Rs. 16/-, Rs. 77/-, Rs. 181-50, Rs. 23/-, Rs. 90/- and Rs. 159-50 totalling Rs. 547/-. The opponent, however, has claimed only Rs. 450/- in connection with such bills and, hence, I grant his request because the applicant has not led any evidence to show that the amounts collected were delivered to the opponent.

18. Regarding the alleged losses of Rs. 2000/-, the employer has not proved such losses and, therefore, I reject the prayer.

19. Finally, so far the rent of Rs. 400/- is concerned, the employer has not proved that the applicant agreed to pay such rent for the occupation of the shop premises during the relevant time. On the contrary, from the statement of the employer that the applicant agreed on condition that the

rent should not be deducted from his monthly salary but only at the end when he retired from service leads us to believe that there was no such agreement in this respect.

19. In view of the above, I pass the following order:

ORDER

The employer is directed to pay to the applicant Rs. 300/- (Rupees Three Hundred Only) as notice pay plus Rs. 150/- (Rupees One Hundred and Fifty Only) as compensation under Section 25F of the Act plus Rs. 89/- (Rupees Sixty Nine Only), which is the balance of his September pay and also Rs. 280-60 (Rupees Two Hundred and Eighty and Paise Sixty Only) of his October pay. From this total, the amount of Rs. 450/- (Rupees Four Hundred and Fifty Only) corresponding to the bills collected by the applicant is to be deducted and the balance to be paid to the applicant. Costs of Rs. 100 in favour of the applicant to be borne by the employer.

Dr. Renato de Noronha
Presiding Officer
Labour Court

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 1st December, 1983.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN & DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/20/75

1. Workmen	Party I
V/s.	
1. M/s. Ciba Geigy of India Limited	Party II

Workman/Party I represented by Adv. G. R. Khanolkar.
Employer/Party II represented by Adv. F. Damania and Adv. D. Shroff.

Panaji. Dated: 14-10-1983

AWARD

This is a reference made to this Tribunal by the Government of Goa, Daman and Diu, by its order No. CLE/I/ID(35)/75/IT-7/75/576 dated 17th May, 1975. The schedule annexed to the order of reference reads as follows:

"Whether the action of the management of M/s. Ciba Geigy of India Ltd., Santa Monica Plant, Corlim, Ilhas-Goa, in placing under suspension S/Shri M. M. Kamal Pasha, P. Alagarswamy, S. M. Shinde, S. R. Chavan, A. Martin and S. A. Tendulkar, workmen with effect from 18th December, 1974, and finally dismissing them from services with effect from 6th February, 1975 was legal and justified.

If not, to what relief the said workmen are entitled?"

2. The workers' Union, in its statement of claim, has stated as follows:

The Applicant is a Trade Union, registered under the Trade Union Act and having Registration No. 85.

The Union is the sole representative of the workmen employed by M/s. Ciba-Geigy of India Limited, Santa-Monica Plant, Corlim, Ilhas-Goa, the Opponent herein.

On 11-11-1974 the attention of the office bearers of Applicant was drawn to the fact that Shri Bernasconi, Vice-Chairman of Ciba Geigy International was due to

visit the St. Monica Plant, on 12-11-1974. The Union states that there were several pending matters between the Union and the Management which needed to be decided and such matters were not the subject matter of any conciliation or adjudicatory proceeding or of reference either to the Industrial Tribunal or to any Labour Court. The Union, therefore, sought permission of the Management to meet the vice Chairman, Shri Bhattacharya; the Works Manager was pleased to accede to the request of the Union and informed that the Office bearers of the Union and others would be allowed to meet Dr. E. Bernasconi.

On 12-11-1974 Dr. E. Bernasconi, Vice Chairman of Ciba-Geigy International, visited the Santa-Monica Plant alongwith Shri M. D. Mhatre of the Bombay Plant of the Company. The members of the Union, including the Office bearers and some others, met the Vice-Chairman after he had visited the Plant. The Union Representatives submitted a memorandum to the Vice-Chairman that they were discriminated and treated like step-sons compared to the workers of the Bombay Plant. As the memorandum was submitted to the Vice-Chairman in an open place outside the Administrative building and as the representatives were holding some discussions with the Vice-Chairman and Shri Mhatre, some workers who had the lunch break also came to the scene. The Vice-Chairman was pleased to address the workers assembled and informed the workers that he would ask Shri Mhatre to solve the difficulties, as he personally had to leave in a hurry, and that Shri Mhatre, who was accompanying him, would see to their difficulties. After the departure of Shri Bernasconi, Shri Mhatre held some discussions with the representatives of the Union, but thereafter refused to give any assurance that the matter would be settled. The Union states that all the time Shri Mhatre alongwith some of the local Management were discussing at length the issue with the representatives of the workmen.

That, at about 12.30 a. m., the Management called a large Police force who had been massing outside since 11 a. m. including personnel belonging to the Goa Reserve Police who, without any rhyme or reason, started a lathi charge attack on the workers. The Police also arrested several workers from the factory grounds where they had rushed to escape the lathi-charge and also from their work places. The Union states that all the time normal work had been carried out in the plant.

That, on 12-11-1974, the Management, after the first shift work had ended, asked the workers working in the general shift to go home. The Management refused to allow the workers who had reported for duty in second shift to work. Many workers had already punched their cards to report for duty. The 3rd shift workers were denied entrance into the Factory premises and were locked-out by the Management without serving either upon the workers or upon the Union any notice of lock-out. 13th November was a holiday for the general shift workers being the Divali-day. The Union, however, states that the shift employees did not have a holiday on the said day and they reported for normal duty for the first, second and third shift. At the first shift, the workers were refused entrance within the factory premises and were locked-out by the Management. At about 11.45, a notice was put up on the main gate of the entrance to the factory premises that the company had declared a lock-out. No notice was served upon the Union on 13th November 1974.

The Management alongwith the notice of lock-out also put another notice wherein they stated that the lock out would not be lifted unless the workers individually gave an assurance that they would abide by the standing orders and not resort to violence. No copy of the notice was served on the Union on the said date. The lock-out declared by the Management on 13th November 1974 continued upto 17th January 1975. During the pendency of the lock-out the Union several times called upon the Management to withdraw the lock out and also assured the Management the full co-operation in maintaining Industrial peace in the Plant. The Management, however, refused to accede or even to discuss the said matter with the representatives of the workers. The Management stuck to the decision that unless the workers gave an individual undertaking they would not lift the lock-out. This conduct of the Management in asking the workers to give an individual undertaking amounts to unfair labour practice.

On 19-11-1974, during the pendency of the lock-out which was without authority of law and in fact illegal the Company issued charge-sheets upon six workers, all members

and office bearers of the Union and/or actively associated with the Union on various committees—The workers, on whom the said charge-sheet was issued, were 1) Shri M. M. Kamal Pasha, General Secretary of the Union, 2) Shri P. Alagarwamy, the Secretary of the Union, 3) Shri S. M. Shinde, 4) Shri S. R. Chavan, 5) Shri A. Martin, 6) Shri S. A. Tendulkar who were all members of an action Committee formed by the Union to get speedy redressal of the grievance of the workers through legal means. The said Charge-sheet was purportedly served upon Shri Kamal Pasha, and Shri Alagarwamy under the certified standing orders 33(B), 33(K) and 33(L), and upon other workers under Standing Orders 33(K) and 33(L) and it was alleged against the said workers that they had resorted to violence and instigated the workers to go on an illegal strike and acted in a manner subversive of discipline or good behaviour on the premises of the Company.

The workers, by their replies to the said charge-sheet, denied the charges levelled against them and contended that in filing charge-sheet the Management wanted to weaken the Union and also to victimize the Office bearers and activists of the Union. The workers also called upon the Management to appoint an independent person to hold the enquiry against them as they feared they would not get any justice at the hands of the Company's Officers. The workers submitted that if the enquiry is conducted by the Company's Officers that would be against the principles of fair-play and natural justice. The company, in reply to the replies submitted by the workers against the said charge-sheet, refused to accept the explanation and informed that Shri D. V. Sawant had been appointed as the Enquiry Officer to conduct the enquiry proceeding against the workers.

The Union submits that after the said charge-sheet had been served upon the workers, by a further notice dated 18th December 1974, the opponent company placed the workers under suspension in contravention of the standing orders.

The Union submits that the enquiry was held against the workers by Shri Sawant, the Enquiry Officer appointed by the Company. The Company examined several witnesses at the enquiry. The workers, at several stages of the enquiry, protested against the manner in which the enquiry was conducted and further protested that the conduct of the Enquiry Officer in acting as a Prosecutor for the Opponent Company was against the principles of natural justice and fair-play. The workers further protested that the Enquiry Officer had permitted the witnesses of the Opponent Company to read out their replies from prepared answers. The workers further protested that the enquiry was being conducted in a manner so as to preclude the workers from effectively cross-examining the witnesses of the Company. The Union states that copies of the evidence were not given to the workers nor the workers were given a fair opportunity to cross-examine the Opponent Company's witnesses. The Union states, that in the case of Shri A. Martin, the enquiry held was ex-parte in spite of the fact that the said Shri Martin had communicated to the Management his inability to attend the enquiry proceeding, as he was suffering from chicken-pox. The Union further states that, in the case of Shri P. Alagarwamy, he was not allowed to have his meals in the Company's canteen. The Union states that the said worker had, therefore, to go outside the factory premises for his meals. The Union states that, when the said worker tried to enter in the factory premises to take part in the enquiry proceedings, he was prevented from entering the premises by a pre-planned action of the Management and, therefore, deprived of the opportunity to take part in the enquiry proceedings. The Union further states that, in the case of Shri K. Pasha, the workman, after some witnesses had been examined, was debarred from taking part in the enquiry proceedings. The Union states that, in the case of Shri S. A. Tendulkar, the worker was denied opportunity to take part in the enquiry proceedings. The Union states that in all cases, proceedings were practically held ex-parte as the workmen concerned were debarred from attending the enquiry. The Union states that, in the case of Shri S. R. Chavan and Shri S. M. Shinde, no reasonable opportunity was given to the said workers to take part in the said proceedings. The Union states that copies of evidence were denied to the workers and they were denied the opportunity of effectively taking part in the enquiry. The Union states that the Enquiry Officer submitted his finding to the Management that the workers were guilty. The workers were served with a letter from Shri O. Geng, Director of

Ciba-Geigy that the charges against the workers had been proved, that their previous service records with the Company had been considered and that the said Shri O. Geng was of the opinion that acts of mis-conduct against the workers had been proved and that warranted dismissal from service without notice from the Company. The Union states that the dismissal of the workers from the Company is bad, illegal, null and void for the various reasons which are mentioned in the statement of claim and prays that it be declared that the termination of services of these workers is illegal and contrary to law and that they continue to be in service and are entitled to all arrears of wages or, in the alternative, to be reinstated with all back wages.

3. In its written statement, the Company has stated as follows:

At the outset, the Company respectfully submits that the Orders of dismissal passed against Shri M. M. Kamal Pasha, Shri P. Alagarwamy, Shri S. M. Shinde, Shri S. R. Chavan, Shri A. Martin and Shri S. A. Tendulkar are bona-fide, legal and valid for acts of gross misconduct involving violence, committed by the said ex-workmen and are not vitiated on any of the grounds alleged in the Statement of Claim and, therefore, no question can arise of setting aside the said Orders or granting any relief to the said ex-workmen. The Company respectfully submits that the said Orders of dismissal were passed after holding individual enquiries against each ex-workman, at which enquiries full and fair opportunity was given to the workman concerned to hear the evidence in support of the charges, to cross-examine the witnesses who gave evidence in support of the charges and to lead his own evidence in rebuttal of the charges and the evidence led against him. However, with the exception of Shri S. R. Chavan (who fully participated at the enquiry held against him) each of the ex-workmen abandoned the enquiry against him at different stages of the enquiry. The Company submits that since all the principles of natural justice were duly observed and complied with at the said enquiries and the findings of the Enquiry Officer are fully supported by the evidence on record, this Hon'ble Tribunal should not in any way interfere with the orders passed by the management. In the alternative, it is the submission of the Company that if at all this Hon'ble Tribunal comes to a conclusion that the enquiry and/or the final orders stand vitiated for any technical reason or ground, then in that case opportunity should be given to the Company to lead evidence on merits and satisfy this Hon'ble Tribunal that in any event for the misconducts committed by them, each of the workman should be visited with the punishment of dismissal. The Company craves leave to make submissions in this behalf at the hearing of the above reference.

Without prejudice to the foregoing submissions, the Company will now set out the correct facts which ultimately led to the dismissal of the six ex-workmen referred to in the order of reference.

The correct facts are as follows:

a) In the beginning of the year 1974, the Union held negotiations with the Company in regard to its demands for revision of wage scales and dearness allowance which were two items which the parties had agreed to discuss in 1974, although all the other demands in the Charter of Demands submitted by the Union were settled in a memorandum of settlement dated 15th February 1973. The demands, unfortunately, could not be settled bilaterally and the Union launched a campaign of non-co-operation, calling upon its members to indulge in go-slow tactics and acts of sabotage and misconduct, to which call, the workmen, unfortunately responded by indulging in such acts. The Management, from time to time, drew the Union's attention to these acts and appealed to the Union to request the workmen to desist from such destructive activities which were not conducive to good industrial relations and which on the other hand acted to the detriment of both the Company and the workmen. However, these appeals to the Union were of no avail.

b) As pressure tactics of the Union did not weigh with the Management, the demands were referred to the Commissioner of Labour, Goa, praying for his intervention, as a result of which conciliation meetings were held and as no settlement could be arrived at, a failure report was sent to the Government. In the meantime, some of the more violent elements in the Union elected new office bearers towards the end of August 1974 and the new Committee started holding frequent gate meetings, inciting the work-

men to prepare themselves for greater struggles against the Management. With a view to pressuring the Management to settle the aforesaid two demands, the new office bearers started raising new and frivolous issues with a view to keeping the workmen agitated against the Management. On 14th October 1974, the General Secretary, Mr. M. M. Kamal Pasha, and the Secretary of the Union, Mr. P. Alagarsamy addressed a gate meeting and called upon the workmen to stop taking tea at their work places in the teeth of the prevailing practice of so taking their tea and instead to go en masse to the canteen to take their tea. They exhorted the workmen to continue these tactics until the Company agreed to give them snacks in addition to tea at their work places. Unfortunately, the workmen responded to this incitement and they left their places of work at about 9.00/9.15 A. M. on 14th October 1974 and came en masse to the canteen where they snatched the tea among themselves. This action was repeated at the time of the afternoon tea break. The Company put up a notice on the morning of the same day stating that the act of the workmen of leaving their work places in such a manner amounted to an illegal strike and constituted an act of indiscipline rendering them liable for disciplinary action. Regretfully, the workmen paid no attention to this notice and, the subsequent notice dated 17th October 1974 in this regard and continued in these tactics at tea break time for about 8 days. The Management issued an appeal to each workman dated 19th October 1974 in this connection.

c) As the workmen and the Union leaders did not listen to reason, the matter was reported to the Commissioner of Labour, Goa, and was taken into conciliation. In the course of conciliation proceedings, a settlement was signed on 22nd October 1974, referring the question whether it was hazardous for the workmen to have their tea at the work places to a Committee of experts consisting of the Director of Factory Advisory Services Institute, Bombay, the Chief Inspector of Factories, Goa and the Director of Health Services, Goa. The workmen agreed in the meantime to continue the practice of taking tea at the work place and not interrupting production.

d) The Office bearers of the Union, in continuation of their Campaign to pressurise the Management, went on inciting workmen to commit acts of indiscipline. They used to stop the Company's buses bringing workmen to work, at the gate, forcing the workmen to get down and attend gate meetings and at these meetings, continued to inflame workmen against the Management. The Union also threatened the Management that if the Management did not provide cots and mattresses for all the night shift employees, they would call upon the workmen to gate crash and occupy the existing dormitory before the start of the third shift.

e) On 11th November 1974, the Head of Technical Division, Mr. M. V. Mhatre, accompanied by the Vice-Chairman of Ciba Geigy Limited Basle, arrived on a short visit to Goa. They were scheduled to visit the factory on the morning on 12th November 1974 and leave for Bombay by the afternoon flight on that date.

f) Mr. Kamal Pasha, the General Secretary of the Union, requested late in the afternoon on 11th November 1974 that the office bearers of the Union should be allowed to submit a memorandum to the visitors and, if possible, to arrange a meeting with them. His request was acceded to by the Management.

g) Earlier, on the mornings of 11th November 1974, Mr. Kamal Pasha and on the morning of 12th November, 1974, both Mr. Kamal Pasha and Mr. P. Alagarsamy, unauthorisedly, stopped the buses provided to the employees of the Company at the main gate between 8.30 a.m. and 8.50 a. m. addressed the workers to leave their places as soon as the visitors arrived and come to the Administration building in order to gherao them and hand over to them a memorandum.

h) Apprehending that there may be violence inside the plant during the visitors' stay the Management alerted the Police in the morning of 12th November 1974 to standby outside the factory gate.

i) The visitors arrived at the factory at about 10.00 a.m. on 12th November 1974. As they were getting ready for the plant visit, it was seen that almost all the workers had deserted their place of work unauthorisedly and were coming towards the Administration Building. They surrounded the visitors and after Mr. Bhattacharya, the Factory Manager of the Company at Goa, formally introduced Mr. Kamal Pasha and Mr. Alagarsamy, Mr.

Pasha handed over a letter to the visitors. Mr. Alagarsamy then asked the visitors from Basle to address the workers. This was complied with. The visitors then told the workers that they should go back to their places of work and if they have any grievances they should discuss with the local management through their union representatives.

j) The visitors then left for the visit of the plant and after a round of fifteen minutes came back to the Administration building. It was, however, found that the workers at the insistence of the union representatives, Mr. Pasha and Mr. Alagarsamy, were squatting in front of the Administration building. The Union representatives demanded that Mr. Mhatre should give a written assurance that their demand of wage scales and dearness allowance would be settled without delay. Mr. Mhatre pleaded with the Union representatives that since their demand is before the Tribunal for adjudication, he could not give such a written assurance. He, however, told them that he would advise the local Management to deal with the matter without delay. Mr. Pasha, however, insisted that unless Mr. Mhatre gives written assurance as demanded by them, he will not allow him to leave the factory.

k) Mr. Mhatre and the local Management repeatedly pleaded with Mr. Pasha in vain to give up his adamant attitude and also requested the workmen to go back to their place of work. The workmen, however, at the insistence of the union representatives continued to squat and refused to go back to their work. They were told that such act on their part constitutes illegal strike. Mr. Pasha did not pay any heed to these repeated pleadings. As the time to report to the airport was fast approaching and as the situation was getting tense with the adamant attitude of the office bearers of the union, it was felt necessary at about 11.20 a.m. to call the Police inside the factory to stand by.

l) While Mr. Pasha stated that the visitors from Switzerland could go, he would not allow Mr. Mhatre to leave the factory. The Police authorities also at that time tried to persuade Mr. Pasha to give up his adamant attitude and allow Mr. Mhatre to leave for the airport. Meanwhile Mr. Mhatre missed the flight. The Police still continued their efforts till 2.30 p.m.

m) Mr. Pasha asked the workers to block all the roads leading to the factory's main gate and not to allow Mr. Mhatre's car out. The Police intervened to make way for Mr. Mhatre's car to go out and as the car started the workers began pelting stones on the car. In the process, the Police had to resort to mild force in dispersing the crowd but the stone throwing continued. As a result, the car MRG 683 in which Mr. Mhatre was sitting got badly damaged. The driver, Mr. S. Dias, sustained injuries. Mr. Mhatre also narrowly escaped injury. As the car MRG 683 could not move, Mr. Mhatre rushed back to the Administration building. He was then taken by the Police jeep escorted by the Police van outside the factory. Meanwhile some of the workers ran inside the plant area and damaged company's property before they left the factory premises.

n) In the aforesaid circumstances, as the workers had resorted to an illegal strike and caused violence endangering the safety and security of the plant and the company's property, it was impossible to run the factory under such unsafe and dangerous conditions. The Management, therefore, immediately declared lock-out.

o) On or about 19th November 1974, the Company addressed individual charge-sheets to the six ex-workmen concerned in the above reference levelling certain charges of misconduct stated therein. Pursuant to the said charge-sheets, individual enquiries were held against each such ex-workman between 8th January 1975 and 18th January 1975. As stated earlier, full and fair opportunity was given to the individual ex-workmen to hear the evidence in support of the charges, to cross-examine the witnesses who gave evidence in support of the charges and to lead his own evidence in rebuttal of the charges and the evidence led against him. However, with the exception of Shri S. R. Chavan, all other ex-workmen abandoned the enquiry at different stages and the enquiries against them were proceeded with ex-parte after such abandonment. On the basis of the evidence recorded at the enquiries and the documents exhibited thereat, the Enquiry Officer made his report in each enquiry setting out his findings thereon. The said reports together with the notes of enquiry and the documents exhibited thereat were submitted to the Management for further action. The Management considered the notes of enquiry and the findings of the Enquiry Officer and concurred with those findings. The Management

also considered the gravity of each misconduct and the past service record of the ex-workman concerned in each case before deciding to dismiss the ex-workman from the service of the Company. Pursuant to the said decisions, letters of dismissal were addressed to each ex-workman dismissing him from the service of the Company.

The Company then deals with the statement of claim of the Union para by para to arrive at the conclusion that since all the workmen with the exception of Shri Chavan abandoned the inquiry at different stages, they are not entitled to lead any evidence for the first time before this Tribunal in respect of the merits of their dismissal.

4. There was also rejoinder and sur-rejoinder filed by the parties.

5. Following issues were framed by the Tribunal:

- "1. Whether the domestic enquiries held against Shri Kamal Pasha, Shri P. Alagarsamy, Shri S. M. Shinde, Shri S. R. Chavan, Shri A. Martin and Shri S. A. Tendulkar, were fairly and properly held.
2. Whether at the said enquires held against the afore-said 6 workmen, the Management has led evidence on which the Enquiry Officer could come to the conclusions he has arrived at or whether the findings of the Enquiry Officer are perverse.
3. Whether the action of the Competent authority in accepting the findings of the Enquiry Officer and passing the orders of dismissal against the said 6 workmen, is justified".

6. When evidence in applications Nos. IT/3/75, IT/4/75, IT/5/75, IT/6/75, IT/7/75 and IT/8/75 was being recorded, the Advocates of both the parties approached the Court with an application stating that they have amicably settled the subject matter of this reference and prayed that an award be made in terms of the said settlement, which were filed alongwith the application. The terms of settlement filed by the parties are as follows:

The terms of settlement filed by the parties are as follows:

- "1. The CIBA-GEIGY of India Limited Employees' Union (Goa) on behalf of all the workmen and on behalf of S/Shri M. M. Kamal Pasha, P. Alagarswamy, S. M. Shinde, S. R. Chavan, A. Martin and S. A. Tendulkar, had demanded that the Company, viz. CIBA-GEIGY of India Limited now Hindustan Ciba-Geigy Ltd. reinstate or re-employ in its service the said dismissed workmen.
2. The above dispute was referred by the Government of Goa, to the Hon'ble Industrial Tribunal, Goa consisting of Shri R. V. Kholali, being Reference (AIT-GDD) No. 20 of 1975 dated 17-5-75 for adjudication. The said Reference is now before Dr. Renato de Noronha Industrial Tribunal, Goa.
3. The parties to the dispute have settled the matter out of Court and do hereby record the terms of settlement as follows:
 - (i) It is agreed that the six concerned workmen, viz. S/Shri M. M. Kamal Pasha, P. Alagarswamy, S. M. Shinde, S. R. Chavan, A. Martin and S. A. Tendulkar be regarded as having resigned from the services of the Company with effect from 6th February, 1975.

- (ii) As a gesture of good will, the Company agrees to treat the said workmen as having resigned from its services as on the said date and pay to the concerned workmen viz. S/Shri M. M. Kamal Pasha, P. Alagarswamy, S. M. Shinde, S. R. Chavan, A. Martin and S. A. Tendulkar in all an ex-gratia sum of Rs. 85,000/- (Rupees eighty five thousand only) in full and final settlement of all claims and demands of whatsoever nature arising out of or connected with the service of the concerned workmen or otherwise, including the demand for reinstatement with back-wages.
- (iii) The Union on behalf of all the workmen and the six concerned workmen agrees that, on payment of the said ex-gratia sum to the Union, neither the Union nor any of the concerned workmen will make any claim of whatsoever nature against the Company and no demand, dispute or difference will be raised whether for any compensation or for reinstatement or re-employment in the service of the Company or at all, the concerned workmen having been deemed to have resigned from the services of the Company with effect from 6-2-1975 and which resignations are deemed to have been accepted also from the said date.
- (iv) The Company agrees to pay the said sum of Rs. 85,000/- to the Union on or before 31st October, 1983, and the Union agrees to distribute the amount between the said six workmen as early as possible.
- (v) The Company agrees to pay all legal dues of the workmen within ten days of their applying to the Company for payment thereof. The Company agrees to give a certificate to the effect that the said six workmen are deemed to have resigned from the Company's services.
- (vi) The Company and the Union hereby agree to jointly file a signed copy of this Settlement with the Industrial Tribunal, Goa, and to seek an Award disposing of the pending Reference in terms of this Settlement."

7. I have carefully persued the above terms which are just and fair to both the parties. Hence, I accept them and pass the following order:

ORDER

Consent Award in terms of the above settlement is hereby made and this reference is disposed off. I leave each party to bear its own costs.

Dr. Renato de Noronha
Presiding Officer
Industrial Tribunal

Corrigendum

In the Notification No. 22/113/83-RD of Revenue Department, dated 16-12-1983, published in the Official Gazette, Sr. II, No. 39, dated 29-12-83, in the Schedule at page 462 under columns nos. 2 and 3, the words "Bardez" and "Nerul" may be read as "Ponda" "Querim".